

AGREEMENT

This Agreement is hereby made and entered into this ___ day of October, 2023 (the “Effective Date”), by and between the City of Breckenridge, Texas, a municipal corporation whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (the “City”), and Karol Dent, whose mailing address is 805 W. Walker, Breckenridge, Texas, 76424 (the “Owner”).

WHEREAS, Owner owns property described as Lots 3 and 4 of Block 15 of the Hanks Addition to the City of Breckenridge, Stephens County, Texas, commonly known as 805 W. Walker (the “Property”), which contains a structure which has become dilapidated due to a recent fire (the “Owner’s Structure”);

WHEREAS, Owner has requested assistance from the City in the form of labor of City crews to demolish the structure and to place the demolition debris into roll-off containers that the Owner will obtain and have disposed at Owner’s expense;

WHEREAS, the City requires the abatement of substandard structures, like the Owner’s Structure, pursuant to Chapter 5, Article I of the Breckenridge Code of Ordinances; and

WHEREAS, the City Commission of the City of Breckenridge finds that the City’s provision of labor to assist with the demolition of the Owner’s Structure in exchange for the Owner’s voluntary compliance with the provisions of Chapter 5, Article I of the Breckenridge Code of Ordinances will prevent the City from expending time and resources in pursuing the enforcement process against the Owner for the Owner’s Structure and that Owner’s voluntary removal of the demolition debris will correct prohibited conditions in a more expedient manner.

NOW, THEREFORE, in exchange for the mutual covenants contained herein, the City and the Owner agree as follows:

- 1. Recitals.** The recitals and provisions recited above are hereby expressly incorporated into, and made a part of the Agreement, as though set out in full.
- 2. Incentive Provided by City.** In exchange for the Owner’s performance under Section 3, below, the City agrees to provide labor to demolish the Owner’s Structure and place demolition debris into roll-off containers provided by Owner. The City Manager will determine when such labor shall be available to perform such services and shall coordinate with the Owner regarding schedule and access to the Property. The City shall have sole responsibility for the method and manner of demolishing the Owner’s Structure.
- 3. Performance by Owner.** In exchange for the City’s provision of labor to demolish the Owner’s Structure, Owner agrees as follows:
 - a. The structure on the Property is dilapidated and the Owner voluntarily agrees that the structure should be demolished.
 - b. The Owner shall obtain roll-off containers, at Owner’s sole expense, which shall be delivered to the Property before the City begins demolition of the Owner’s Structure. The

Owner shall ensure that an adequate number of roll-off containers are provided on the day(s) on which the City performs the demolition.

c. The Owner shall ensure that all demolition debris shall be removed from the Property, in roll-off containers, within two (2) weeks of the day that the demolition is complete. Should Owner fail to do so, the Owner shall reimburse the City for the City's cost in demolishing the Owner's Structure within ten (10) days of receiving a demand from the City for the same. The City's costs shall include fuel, equipment usage, and wages for the City employee(s) performing the services.

4. **Warranties by Owner.** Owner certifies that Owner is the record title owner of the Property and of the Owner's Structure.

5. **Indemnification.** *Owner does hereby release, indemnify, defend and hold harmless the City and all of its officers, including the Mayor and City Commissioners, its agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses, attorney's fees, witness fees and/or cost of defending any such action or claim, or appeals, therefrom, arising out of, directly or indirectly, the City's demolition of the Owner's Structure or the use of the roll-off dumpster provided by the Owner under this Agreement.*

AGREED TO BY OWNER:

APPROVED BY CITY:

Karol Dent

Cynthia Northrop, City Manager